

REVISED

***Request for Statements of Qualifications
Contractors for
Driven Concrete Piles and Grading
San Mateo County
Replacement Correctional Facility***



San Mateo County Sheriff's Office

Issued: January 8, 2013

RFSOQ Due: January 24, 2013

Lieutenant Deborah Bazan, Project Executive,
San Mateo County Sheriff's Office, Jail Planning Unit

400 County Center, 3rd floor

Redwood City, CA 94063

Telephone: (650) 508-6728

Email: **dbazan@smcgov.org**

PART 1 – INTRODUCTION

- 1.01** The County of San Mateo (“County”) invites submittals of Statements of Qualifications from highly qualified **trade** contracting firms (“Prospective Bidders”) interested in contracting with the County to provide concrete driven **pile and grading** services (refer to section 2.01) with a lump sum price for the County’s Replacement Correctional Facility (“Project”).
- 1.02** This is a Request for Statements of Qualifications (“RFSOQ”) **for the construction of San Mateo County Replacement Correctional Facility.**
- 1.03** The RFSOQ submission of the selected Prospective Bidder will be included in the contract for the project following award.

PART 2 – SUBMISSION OF STATEMENT OF PREQUALIFICATION’S

- 2.01** Prospective Bidders are requested to submit an original signed RFSOQ, together with seven (7) copies, and one (1) electronic copy, **no later than 2:00 PM on January 24, 2013 to:**

Lieutenant Deborah Bazan, Project Executive
 San Mateo County Sheriff’s Office, Jail Planning Unit
 400 County Center, 3rd floor
 Redwood City, CA 94063
 Telephone: (650) 508-6728
 Email: dbazan@smcgov.org

**Financial statements should be submitted to SubQual LLC on or prior to:
 January 24, 2013 at 2:00 pm**

Submittal and Contact Information for SubQual LLC:

(480) 293-3246
 (800) 407-6194 FAX
 E-mail: prequal@subqual-llc.com

Subject line for submittal should read: San Mateo Jail

US Mail: 1660 Hotel Circle North, Ste. 400, San Diego, CA 92108

If you have any questions please call the above phone number.

If you have already been prequalified with SubQual LLC you do not need to resubmit your financial information.

BID PACKAGE	RFSOQ DUE DATE	BID DUE DATE
BP 2.01 DESIGN BUILD PILES	January 24, 2013	February 14, 2013
BP 32.01 ROUGH GRADING	January 24, 2013	February 14, 2013

All RFSOQ submissions must be to the Jail Planning Unit as listed above. If a mail service or carrier is utilized it is the responsibility of the responder to ensure their response is delivered to correct location and not the mailroom or any other office within a County building.

- 2.02** The RFSOQ should have complete information regarding the experience and qualifications of Prospective Bidder.

2.03 The signed original RFSOQ should include a statement signed by an owner, officer, or authorized agent of the Prospective Bidder, acknowledging and accepting the terms and conditions of this RFSOQ.

2.04 ANTICIPATED SCHEDULE OF EVENTS FOR RFSOQ PROCESS

Sheriff Issues RFSOQ	January 8, 2013
Questions via email due: 2:00 pm	January 15, 2013
Responses to Questions Posted on Sheriff’s Webpage	January 22, 2013
Statement of Qualifications submittals due: 2:00 pm	January 24, 2013
Review Statement of Qualifications submittals	January 24 – 31, 2013
Selection Committee produces short listed Respondents	January 31, 2013
Notice of pre-qualified Respondents posted	January 31, 2013
Request for Proposals sent to pre-qualified Respondents	January 31, 2013
Questions regarding RFP due: 2:00 pm	February 07, 2013
Responses and Addendum posted	February 12, 2013
Bid Proposals due: 2:00 pm	February 14, 2013
Bid Review	February 15 – 18, 2013
Finalist Notification	February 19, 2013
Board of Supervisors approves contract	March 12, 2013

County reserves the right to modify this schedule at any time at its sole discretion.

PART 3 – SHERIFF’S OFFICE BACKGROUND

3.01 The San Mateo County Sheriff’s Office is managed by a Sheriff who is directly elected for a four-year term. In addition to overseeing all adult correctional facilities in San Mateo County, the Sheriff is responsible for patrol services in both unincorporated areas of the county and contract cities, investigations, custody, security in the courts, and various administrative functions.

3.02 The incumbent Sheriff is Greg Munks. Overseeing this RFSOQ is the Jail Planning Lieutenant Deborah Bazan, Project Executive.

3.03 Project demolition and project preparations have commenced and will be completed ~~December 31, 2012~~ by **February 28, 2013**.

PART 4 – STATEMENT OF QUALIFICATIONS

4.01 San Mateo County Sheriff Greg Munks is seeking responses from qualified contracting firms who have demonstrated the ability to provide services for scope of work noted in bid packages listed in section 5.01.

4.02 Prospective Bidders should address every item listed in this RFSOQ, even if the item was addressed previously in the RFSOQ. Brevity and clarity are of utmost importance. RFSOQ’s that are comprised of standard marketing materials that do not specifically address the items below will not be evaluated; however, Prospective Bidders may include seven (7) bound copies of their marketing materials, as long as they are not permanently

attached to the RFSOQ. RFSOQ's that do not comply with all applicable requirements will not be considered.

PART 5 – BASIC SCOPE AND CHARACTER OF PROJECT AND SERVICES REQUIRED

5.01 SCOPE OF PROJECT: Construction of the San Mateo County Replacement Correctional Facility is located in Redwood City on the corner of Blomquist and Maple Street on an existing 5.09 acre site. The project consists of 93,250 square feet (sf) of Administration & Support Space, 20,000 sf of Transitional Housing and 139,132 sf of Detention Center. The estimated value of the overall project is \$125M and is estimated to start construction Spring 2013 and open for services Spring 2015.

BID PACKAGE	DESCRIPTION OF WORK	ESTIMATED VALUE RANGE
BP 2.01 DESIGN BUILD PILES	Provide design build services for approximately 538 - 14” and 16” concrete driven piles ranging in 74-101 feet in depth	\$1.5M - \$2.9M
BP 32.01 ROUGH GRADING	Furnish and install rough grading.	\$200,000 - \$4.2M

County reserves the right to modify the bid packages at any time at its sole discretion.

5.02 This project has a Project Labor Agreement (PLA), which has been attached to this RFSOQ with a Letter of Assent that must be signed by all respondents. for reference.

PART 6 – FORMAT FOR THE STATEMENT OF QUALIFICATIONS

6.01 The RFSOQ should be bound and printed vertically (“portrait” orientation) on standard 8-½” by 11” paper. The RFSOQ’s should not exceed 25 pages, double sided (excluding forms, resumes, and list of projects), but will preferably be much shorter. Type size should be no smaller than 10 point, but preferably larger. An electronic version shall also be provided in PDF format on a Flash Drive or CD disk.

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Subject line for submittal should read: San Mateo Jail

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If you have any questions please call the above phone number.

If you have already been prequalified with SubQual LLC you do not need to resubmit your financial information.

6.02 The top of page one of the RFSOQ should state the Prospective Bidder’s name, address, phone number, fax number, e-mail address, and contact name. No cover letter is necessary.

PART 7 – ADMINISTRATIVE REQUIREMENTS AND POLICIES

- 7.01** Prospective Bidders will be required to comply with all nondiscrimination employment regulations, including:
- A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over 40), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
 - B. Prospective Bidders shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal. Prospective Bidders' personnel policies shall be made available to County upon request.
 - C. Prospective Bidders shall assure compliance with section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of compliance. Prospective Bidders shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of any agreement that may result from this submittal.
 - D. Prospective Bidders must comply with the County Ordinance Code with respect to the provision on employee benefits. As set forth in the ordinance, such Prospective Bidders are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- 7.02** The County reserves the right to accept or reject any or all RFSOQ's submitted, or to request clarification or additional information or an alternative presentation of data from any Prospective Bidder, at the County's sole discretion. Further, while every effort has been made to ensure the information presented in the RFSOQ is accurate and thorough, the County accepts no responsibility or liability for any unintentional errors or omissions in this document. Should a Prospective Bidder realize during the review process that there has been a substantive error or omission in its submittal, which does not alter basic services and has not already resulted in disqualification from participating in the RFSOQ process for other reasons, said Prospective Bidder is invited to submit to the Project Executive a written request and explanation of Prospective Bidder's desire to correct its submittal. It shall be at the sole discretion of the County's selection committee to decide whether to grant Prospective Bidder's request to correct its RFSOQ submittal.
- 7.04** All submittals become the property of the County and as such become public documents available to be reviewed by the public upon request. The Government Code Sections 6250 et. seq., the Public Records Act, define public record as any writing containing information relating to the conduct of public business. This applies to submittals pursuant to this RFSOQ. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has the right to inspect any public record, unless the document is exempted from the disclosure requirements. The County cannot represent or guarantee that any information submitted in response to the RFSOQ will be confidential.

If the County receives a request for any document submitted in response to this RFSOQ, it will not assert any privileges that may exist on behalf of the person or business submitting the RFSOQ. Rather, the County will notify the party whose RFSOQ is being sought. In the event that a party who has submitted a RFSOQ wishes to prevent disclosure, it is the sole responsibility of that party to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure.

- 7.05** Successful and unsuccessful Prospective Bidders will receive a written notification of whether their submittal was elevated to the next phase of finalist evaluation. The written notification will be sent to the name and address of the authorized officer of the firm provided in the RFSOQ submittal. The timing of written notification to Prospective Bidder is entirely at the County's sole discretion.

PART 8 – REVIEW PROCESS

8.01 Review of RFSOQ's

- A. The County will evaluate the information based on materials submitted in response to this RFSOQ.
- B. Prospective Bidders should prepare their response according to the RFSOQ format, i.e., by section and paragraph of this RFSOQ. The County reserves the right to reject any RFSOQ not submitted within the required timeframe; reject any incomplete RFSOQ submitted; contact client references; require further information; and/or require interviews with any Prospective Bidder. All costs related to the preparation, submittal, and/or presentation of an RFSOQ are the responsibility of the Prospective Bidder and will not be assumed in full or in part by the County.
- C. Following a review of the submitted RFSOQ's, the Sheriff will inform each Prospective Bidder in writing as to whether it is qualified to submit a bid.

8.02 Appeal of Disqualification

Prospective Bidder may dispute its disqualification as follows: The Prospective Bidder may, within two business days of receipt of the County's letter of disqualification, rebut in writing any evidence used as a basis for disqualification and present written evidence as to why the Prospective Bidder should be found qualified. The Sheriff, or his designee, will review the Prospective Bidder's letter and make a final determination within fourteen calendar days of receipt. The Sheriff's decision shall be made at least one day prior to the closing time for receipt of bids and shall be final. Written appeals should be addressed directly to Sheriff Greg Munks at 400 County Center, Redwood City, CA 94063. Appeals received after the deadline will not be accepted.

PART 9 – GENERAL CONDITIONS

- 9.01** The RFSOQ should be clear and concise to enable the County to make a thorough evaluation and arrive at a sound determination as to whether the RFSOQ meets the County's requirements. To this end, each RFSOQ should be specific, detailed, and complete as to clearly and fully demonstrate that the Prospective Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the work (or applicable portion thereof). The RFSOQ must be verified under oath by the Prospective Bidder and each of its members.

9.02 Any explanation or question from a Prospective Bidder regarding the meaning or interpretation of this RFSOQ must be requested in writing by email only to Lieutenant Deborah Bazan, Project Executive (dbazan@smcgov.org) by **2:00 PM January 15, 2013**. Responses to submitted questions will be posted on the Sheriff's Office Jail Planning webpage by **January 22, 2013**. Do not contact staff or consultants with questions or clarifications. **It is the responsibility of the responder to check the Jail Planning or County website for questions and answers as well as any Addendums that have been made:**

<http://www.smcsheriff.com/jail-planning/announcements> or <http://www.co.sanmateo.ca.us/portal/site/SMC> (click "A - Z Services", and then "Request for Proposals")

9.03 The submission of a RFSOQ does not commit County to award a contract for the Project, to pay costs incurred in the preparation of a RFSOQ or to procure or contract for any services. Costs for preparing the RFSOQ will be paid entirely by the Prospective Bidders.

9.04 County reserves the right to interpret or change any provision of this RFSOQ at any time prior to the RFSOQ submission date. Such interpretations or changes shall be in the form of addenda to this RFSOQ and posted on the Sheriff's Office webpage. County, in its sole discretion, may determine that a time extension is required for submission of RFSOQ's, in which case such addenda shall indicate a new RFSOQ submission deadline. County reserves the right to waive inconsequential deviations from stated requirements.

9.05 County retains the right to reject any and all RFSOQ's, to contract work with whomever and in whatever manner County decides, or to abandon the work entirely. County shall make final decisions regarding a Prospective Bidder's qualifications as of Bid day. All decisions concerning Prospective Bidder selection shall be made in County's best interests.

9.06 County has made a determination in accordance with Section 6255 of the Government Code that all RFSOQ's submitted in response to this RFSOQ shall not be made public by County until after County issues a notice of intent to enter into a Contract with the successful Prospective Bidder. In addition, County has made a determination in accordance with Section 6255 of the Government Code that all Prospective Bidder proprietary financial information submitted in response to this RFSOQ and specifically identified by the Prospective Bidder as "confidential" will not be made public by County and will be returned to each Prospective Bidder, unless otherwise required by law. In the event a Prospective Bidder wishes to claim other portions of its RFSOQ exempt from disclosure under the Public Records Act, Prospective Bidder should clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. Blanket designations of "confidential" shall not be effective. However, County will make a decision based upon applicable law.

A. County will notify the applicable Prospective Bidders of any requests for disclosure under the Public Records Act. Prospective Bidders agree to defend and indemnify County from any claims and/or litigation arising from such requests.

B. Proprietary or confidential data should be readily separable from the RFSOQ in order to facilitate eventual public inspection of the non-confidential portion of the RFSOQ. Confidential data is normally restricted to confidential financial information. The

price of products offered or the cost of services shall not be designated as proprietary or confidential information.

PART 10 – PROJECT EXECUTIVE

10.01 All written inquiries and requests for additional information pertaining to this RFSOQ, any Addendum, or any matter relating to the subcontractor selection process, must, unless otherwise identified in an Addendum, be directed to the following designated Project Executive:

Lieutenant Deborah Bazan, Project Executive
San Mateo County Sheriff's Office, Jail Planning Unit
400 County Center 3rd floor
Redwood City, CA 94063
Telephone: (650) 508-6728
Email: dbazan@smcgov.org

PART 11 – CONTENT OF STATEMENTS OF QUALIFICATIONS

The RFSOQ’s should include complete responses to the Prequalification Questionnaire set forth in Part 11, Part 12, and Part 13, and include the following information regarding the Prospective Bidder:

CONTACT INFORMATION

Firm Name: _____ Check One: Corporation
(as it appears on license) Partnership
 Sole Prop.

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor’s License Number(s):

Email address: _____

(If the above information is not fully provided the Bidder/Proposer is immediately disqualified)

PART 12 - INFORMATION ABOUT THE PROSPECTIVE BIDDER

ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation’s stock.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person’s Name	Construction Firm(s)	Dates of Person’s Participation with Firm(s)

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company(ies)	Dates of Person's Participation with Company(ies)

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Social security number of company owner: _____
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture. _____
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

1. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.
 Yes No
If "yes," explain on a separate signed page.
2. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.
 Yes No
If "yes," explain on a separate signed page.

3. Are any corporate officers, partners or owners connected to any other construction firms?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If “yes,” explain on a separate signed page.

4. If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

5. Has your firm changed names or license number in the past five years?

Yes No

If “yes,” explain on a separate signed page, including the reason for the change.

6. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?

Yes No

If “yes,” explain on a separate signed page, including the reason for the change.

(If the above information is not fully provided the Bidder/Proposer is immediately disqualified)

PART 13 - SCORABLE QUESTIONS

Scorable questions arise in three different areas:

- (I) Additional questions for immediate disqualification
- (II) History of the business and organizational performance;
- (III) Compliance with occupational safety and health laws, workers' compensation and other labor legislation; and
- (IV) Completion of recent projects and quality of performance.

The Scores Needed for Prequalification:

To prequalify, a Prospective Bidder is required to have a passing grade within each of the four large categories referred to above.

For Section I, "Questions for immediate disqualification," immediate disqualification is determined based on responses to the questions as described therein.

For Section II, "History of the business and organizational performance," a passing score of ~~70~~ **60** on this portion of the questionnaire (of a maximum score of ~~87-80~~ on this portion of the questionnaire).

For Section III, "Compliance with occupational safety and health laws, workers' compensation and other labor legislation," a passing score of ~~60~~ **50** on this portion of the questionnaire (of a maximum score of ~~75-61~~ points on this portion of the questionnaire).

For Section IV, "Completion of recent projects and quality of performance," a passing score of ~~132~~ **81** on this portion of the questionnaire (of a maximum score of ~~165~~ **95** points on this portion of the questionnaire).

Total maximum score: ~~327~~ **236** points. Total minimum score: ~~262~~ **191** points.

Section I. Questions for immediate disqualification

1. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

(If No California license Bidder/Proposer is immediately disqualified. Check CSLB for complaints or citations against license. Validated citations against the license may also be grounds for immediate disqualification)

- ~~2. Has the PLA Assent form been signed?~~

~~(If No signed Assent form is attached the Bidder/Proposer is immediately disqualified)~~

3. Provide a notarized of letter from your insurance company stating you have a liability insurance policy with a policy limit of at least **\$2,000,000** per occurrence and **\$5,000,000** aggregate.

(If notarized letter is NOT attached Bidder/Proposer is immediately disqualified)

4. **Financial Statements and Supplemental Information**

Financial prequalification will be established by determining capacity to perform the County of San Mateo contract in the following manner:

- a. Working capital is determined from the most recent balance sheet submitted, by subtracting the current liabilities from current assets.

- b. Available lines of credit or other credit facilities are then added to the working capital, and then the sum is multiplied by ten (10).
- c. Uncompleted work on current contracts, which have been awarded to your organization (backlog), will be subtracted from the amount determined in paragraph “b” above.
- d. Any positive numbers resulting from paragraph “c” above is the maximum County contract that can be awarded to the submitting organization.

Should your organization not qualify on the basis of the above calculation, the County may consider other alternative information you can provide that, in its sole judgment, indicates clearly your ability to meet the financial requirements of the anticipated County contract. This information must include the required data described below, and sufficient supplemental analysis and description as needed to clearly present your position. This information must be submitted with your AFP. It is your responsibility to make the above described calculation and determine if additional information will be required to demonstrate your ability to perform the project.

Information you must submit includes:

- 1. Full set of financial statements for your most recent three (3) complete fiscal years, accompanied by either an audit or review report by an independent Certified Public Accountant. ***Complied or internally prepared financial statements will not be accepted.*** Statements, which are older than six (6) months, must be supplemented by internally financial statements, which update the information to no more than six (6) months from the date of submission of the AFP. Such statements must be prepared in accordance with generally accepted accounting principles, including all required information disclosures.
- 2. Letter from a financial institution in support of available lines of credit or other facilities, if you wish them to be considered in prequalification.
- 3. Schedule indicating contracts, which have been awarded to you, and reconciling the original award, any amendments, completed portion and uncompleted portion of such contracts. This is your backlog of work awarded but not yet complete.

- Yes (Financial information meets the above requirements¹)
- No
- Not Applicable

~~(If No audited financial statement is attached~~

Financial statements should be submitted to SubQual LLC on or prior to:

January 24, 2013 at 2:00 pm

Submittal and Contact Information for SubQual LLC:

(480) 293-3246

(800) 407-6194 FAX

E-mail: prequal@subqual-llc.com

Subject line for submittal should read: San Mateo Jail

US Mail: 1660 Hotel Circle North, Ste. 400, San Diego, CA 92108

If you have any questions please call the above phone number.

¹ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is “no more than 25 per cent of the qualifying amount provided in section 14837(d)(1).”

If you have already been prequalified with SubQual LLC you do not need to resubmit your financial information. ~~does not meet the requirements the Bidder/Proposer is immediately disqualified)~~

The maximum contract value shall be determined as follows:

- Working capital times 5
- Equity (adjusting by adding shareholder payables and confirmed unused line of credit; deducting shareholder receivables and intangible assets)
- Revenue time 25%

The lowest value will be used for your maximum contract value per project. Each subcontractor shall be informed prior to the next steps for selection of their maximum contract value for this project.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking prequalification valid for a year) (b) your current available bonding capacity? (Minimum rating for Bonding: AM Best rating = A- or better. AM Best Financial Size Category: VI or larger)

Yes No

(If notarized statement is NOT attached Bidder/Proposer is immediately disqualified
Notarized statement must be from the surety company, not an agent or broker.)

6. Has your contractor's license been revoked at any time in the last five years?

Yes No

(If Yes Bidder/Proposer is immediately disqualified)

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Yes No

(If Yes Bidder/Proposer is immediately disqualified)

8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor

Code section 1777.7?

Yes No

(If Yes Bidder/Proposer is immediately disqualified)

9. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes No

(If Yes Bidder/Proposer is immediately disqualified)

10. Prospective Bidder has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.

Yes No

Prospective Bidder is exempt from this requirement, because it has no employees

(If No Bidder/Proposer is immediately disqualified)

Section II. History of the business and organizational performance

1. State your firm's gross revenues for each of the last three years:

(Scoring **2 points** for each year revenue exceeded 75% of the Estimated Bid Package Value (Refer to section 5.01 for values), **maximum 6 points**)

2. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ Years

(Scoring: ~~2~~**1 points** for each year as a California firm, **maximum 103 points**)

3. Is your firm currently the debtor in a bankruptcy case?

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

(Scoring: "No" = **3 points** "Yes" = **0 points**)

4. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

(Scoring: "No" = **3 points** "Yes" = **0 points**)

Licenses/Insurance

5. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes No

If "yes," please explain on a separate signed sheet.

(Scoring: "No" = **5 points** "Yes" = **0 points**)

Disputes

6. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

Yes No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

(Scoring: "No" = 5 points "Yes" = 0 points)

7. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

(Scoring: "No" = 5 points "Yes" = 0 points)

8. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

(Scoring: "No" = 5 points "Yes" = 0 points)

NOTE: The following two questions (9 and 10) refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a subcontractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

9. In the past five years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

Yes No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

(Scoring) "No" or "Yes" indicating 1 such instance = 5 points

"Yes" indicating 2 such instances = 3 points

"Yes" if more than 2 such instances = 0 points

10. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes No

If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

(Scoring) **“No” or “Yes” indicating 1 such instance = 5 points**

“Yes” indicating 2 such instances = 3 points

“Yes” if more than 2 such instances = 0 points

11. At any time during the past five years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private?

Yes No

If “yes,” explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

(Scoring) **“No” or “Yes” indicating 1 such instance = 5 points**

“Yes” indicating 2 such instances = 3 points

“Yes” if more than 2 such instances = 0 points

12. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If “yes,” explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

(Scoring) **“No” or “Yes” indicating 1 such instance = 5 points**

“Yes” indicating 2 such instances = 3 points

“Yes” if more than 2 such instances = 0 points

Criminal Matters and Related Civil Suits

13. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

(Scoring) **“No” = 5 points “Yes” = subtract 5 points**

14. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

(Scoring) “No” = 5 points “Yes” = subtract 5 points

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If “yes,” identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

(Scoring) “No” = 5 points “Yes” = subtract 5 points)

Bonding

16. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety:

Name of surety agent, address and telephone number:

(No score for this question will be given)

17. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

(Scoring)

If the rate is no more than one per cent = 5 points

If the rate was no higher than 1.10 per cent = 3 points

Any other answer = 0 points

18. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

(No score for this question will be given)

19. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

(Scoring) “No” = 5 points “Yes” = 0 points

Section III. Compliance with occupational safety and health laws, workers’ compensation and other labor legislation

1. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If “yes,” attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

(Scoring) “No” or “Yes” indicating 1 such instance = 5 points

“Yes” indicating 2 such instances = 3 points

“Yes” if more than 2 such instances = 0 points

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “yes,” attach a separate signed page describing each citation.

(Scoring) “No” or “Yes” indicating 1 such instance = 5 points

“Yes” indicating 2 such instances = 3 points

“Yes” if more than 2 such instances = 0 points

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “yes,” attach a separate signed page describing each citation.

(Scoring) “No” or “Yes” indicating 1 such instance = 5 points

“Yes” indicating 2 such instances = 3 points

“Yes” if more than 2 such instances = 0 points

4. Has your firm been cited by any governing agencies for violations to local ordinances or codes (i.e. BAAQMD, Regional Water Quality Control Boards, etc.)?

Yes No Explain (if yes):

(Scoring) **If “yes” subtract 103 points**

5. Has your firm ever received a citation or violation from the Department of Toxic Substances Control (DTSC)?

(Scoring) **If “yes” subtract 103 points**

How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

(Scoring) **For an answer of once each week or more often = 5 points**
Any other answer = 0 points

6. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

(Scoring) **For an answer of once each week or more often = 5 points**
Any other answer = 0 points

7. List your firm’s Experience Modification Rate (EMR) (California ~~workers’ compensation~~ **workers’ compensation** insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

(Scoring)

For 0.8 and below = 10 points

For three-year average EMR of .95 or less = 5 points

For three-year average of EMR of more than .95 but no more than 1.00 = 3 points

For Any other EMR = subtract **1020** points

Outstanding liens for federal or state taxes.

8. Within the last five years has there ever been a period when your firm had employees but was without workers’ compensation insurance or state-approved self-insurance?

Yes No

If “yes,” please explain the reason for the absence of workers’ compensation insurance on a separate signed page. If “No,” please provide a statement by your current workers’ compensation insurance carrier that verifies periods of workers’ compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers’ compensation insurance carrier verifying continuous workers’ compensation insurance coverage for the period that your firm has been in the construction business.)

(Scoring)

For either “No” or “Yes” indicating 1 such instance = 5 points

For any other answer = 0 points

Prevailing Wage and Apprenticeship Compliance Record

9. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the state’s prevailing wage laws?

NOTE: This question refers only to your own firm’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes No

If “yes,” attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

(Scoring) **“No” or “Yes” indicating 1 such instance = 5 points**

“Yes” indicating 2 such instances = 3 points

“Yes” if more than 2 such instances = 0 points

10. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?

Yes No

If “yes,” attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

((Scoring) **“No” or “Yes” indicating 1 such instance = 5 points**

“Yes” indicating 2 such instances = 3 points

“Yes” if more than 2 such instances = 0 points

11. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by *[Public Entity]*.

(Scoring) **If at least one approved apprenticeship program is listed = 5 points**

For any other answer = 0 points

12. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to April 12, 2008 if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor’s violation at the time they occurred.

Yes No

If “yes,” provide the date(s) of such findings, and attach copies of the Department’s final decision(s).

(Scoring) “No” or “Yes” indicating 1 such instance = 5 points

“Yes” indicating 2 such instances = 3 points

“Yes” if more than 2 such instances = 0 points

Section IV. COMPLETION OF RECENT PROJECTS AND QUALITY OF PERFORMANCE

RECENT CONSTRUCTION PROJECTS COMPLETED

1. Provide information on projects completed or currently in progress that demonstrate your organization’s experience with projects of similar scope, size and complexity as the San Mateo Replacement Correctional Facility Project. Provide specific project related experience, relevance of scope, size and complexity. Please label response consistent to the categories listed below.

- Project Name:
- Location:
- Owner Contact (name and current phone number):
- Architect or Engineer Contact (name and current phone number):
- ~~Contract delivery method (i.e. Design Bid Build, Construction Manager at Risk, Or Design build):~~
- ~~Program Manager (name and current phone number if applicable):~~
- Description of Project, Scope of Work Performed:
- Total Value of Construction your scope (including change orders):
Original Scheduled Completion Date: .
- Time Extensions Granted (number of days): __
(Provide reason for time extensions)
- Actual Date of Completion:
- Project **photographs if available**
- ~~Projects/Relevant Projects~~

Submit at least five project examples of projects completed within the past ten (10) years. Three of the projects shall be relevant examples of your organization’s relevant projects with sub trade construction ~~values in excess of 4 times the Estimated Value of the Bid Package (refer to section 2.01 for value)~~ completed within the last ten (10) years,

~~Relevant projects shall include as many of the following components and construction types, as applicable: move above~~

- ~~Facilities with approximately a 100,000 gross square footage area and construction costs of at least 4 times the Estimated Value of the Bid Package (refer to section 5.01 for value).~~
- ~~Large, complex, detention or other applicable facilities~~
- ~~For Mechanical/Plumbing/Electrical ONLY: Hospital / Complex data centers, labs~~
- ~~Secure facilities~~
- ~~Projects with complex interrelated building systems such as security monitoring and alarm, building and energy management, telecommunications, data distribution and other related subsystems~~

- ~~• Projects requiring work in adjacent existing site/facility that remains occupied and operational, while new work including utilities, site features, security, building and energy management, and telephone/data systems are constructed and connected to the existing facility~~
- ~~• LEED cert.~~
- ~~• High Performance Mechanical and Plumbing Systems.~~
- ~~• BIM abilities~~

(Scoring) **Maximum points = 50 points)**

2. Key Personnel

Provide proposed key personnel’s qualifications, experience, length of employment with company, and training to competently manage this project. Key personnel shall include Project Manager, Superintendent, and all others involved in the management of the project.

~~Provide an overview of how your organization intends to structure on-site management operations with Sundt Layton, County representatives, and specialty subcontractors during the construction of the project. Redo ask for org chart including on site and communications~~

(Scoring) **Maximum points = 45 points)**

~~Of the five completed projects how many were located within an urban area?) **2 points for each project was located in an urban area to a maximum of 10 points)**~~

~~3. Of the five completed projects how many were Construction Manager at Risk?~~

~~(Scoring) **2 points for each project that was a Construction Manager at risk project to a maximum of 10 points)**~~

PART 14. REFERENCE DOCUMENTS

EXHIBIT A – Professional Labor Agreement

Certification

All firms seeking prequalification must sign the certification below and attach it to its Prequalification Questionnaire. Copy this certification form for completion by each legal entity proposed to be on the prequalified team.

I, the undersigned _____, certify and declare that I have read all the foregoing answers to this Prequalification Questionnaire; that all responses are correct and complete of my own knowledge and belief. I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

(Signature of Prospective Bidder/Proposer)

(Printed name of Prospective Bidder/Proposer)

(Place of Execution)

(Date)

PROJECT LABOR AGREEMENT
FOR SAN MATEO COUNTY REPLACEMENT JAIL
CAPITAL IMPROVEMENT PROJECT

INTRODUCTION/FINDINGS

The purpose of this Agreement is to promote efficiency of construction operations during San Mateo County's Replacement Jail Capital Improvement Project (the Project") and provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

WHEREAS, the successful completion of the Project is of the utmost importance to San Mateo County; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the unions affiliated with the San Mateo County Building and Construction Trades Council and any other labor organization which is signatory to this Agreement employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that on a Project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the County, the Unions and Contractor/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing,

lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, this Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s) except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code; and

WHEREAS, the County has the absolute right to select the lowest responsive and responsible bidder for the award of construction contracts on the Project; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES
HERETO, AS FOLLOWS:

ARTICLE I
DEFINITIONS

- 1.1 “Agreement” means this Project Labor Agreement.
- 1.2 “County” means San Mateo County, its Board of Supervisors, and its officers and

employees.

1.3 “Contractor/Employer(s)” means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the County or Project Manager or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the County and which incorporate the Agreement.

1.4 “Construction Contract” means the public works or improvement contracts which are awarded by the County after execution of this Agreement and which are necessary to complete the Project.

1.5 “Project” means the construction of the new San Mateo County Replacement Jail located on Chemical Way, in Redwood City, CA. The Project does not include any other County construction, including construction or renovation, if any, of existing County facilities.

1.6 “Union’ or “Unions” means the San Mateo County Building and Construction Trades Council, AFL-CIO (“Council”) and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organization whose names are subscribed hereto and who have through their officers executed this Agreement (“Signatory Unions”).

1.7 “Project Manager” means the business entity or individual designated by the County to oversee all phases of construction on the Project. "Project Executive" means the individual County employee designated by the County to oversee the Project, including the construction and the services of the Project Manager, and to be the principal County contact. The Project Executive shall be County Sheriff's Lieutenant Deborah Bazan.

1.8 “Master Agreement” means the Master Collective Bargaining Agreement of each craft union signatory hereto.

ARTICLE II

SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply only to and is limited to that construction work performed by the Contractor/Employers during the term of this Agreement performing construction contracts on the Project including surveying and on-site testing and inspection where such work is traditionally covered by a collective bargaining agreement with a Union and the San Mateo County Building and Construction Trades Council, AFL-CIO (“Council”) and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement (“Signatory Unions”). All work covered by the terms of this Agreement is referred to herein as “Project Work”. Except as otherwise provided in this Agreement, all on-site construction work that is part of the Project shall be considered Project Work. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This Agreement covers all on-site fabrication work over which the Prime Contractor(s) or its Subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project.) . Except as may be limited by Section 2.5, below, this Agreement also covers all off-site work, including fabrication traditionally performed by the Unions that is part of the Project, provided such off-site work is covered by a current “Master A” or “Schedule A” Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this

agreement. The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting, however, the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill and/or mud shall be covered by the terms and conditions of this Agreement.

2.2 Project Description: The Agreement shall govern the award of all Construction Contracts awarded by the County as part of the Project identified in Section 1.5.. For the purposes of this Agreement, the Project shall be considered completed upon filing of a Notice of Completion, or otherwise provided by applicable State law.

2.3 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the master collective bargaining agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the master collective bargaining agreement. All disputes relating to the interpretation or application of the Agreement shall be subject to resolution by the Grievance Committee and the grievance arbitration procedure set forth herein.

2.4 Work covered by the Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors except that Articles IV, XII, and XIII of the Agreement shall prevail and be applied to such work. Work covered by the Agreement within the craft jurisdiction of the Boilermakers will be performed under the terms of the National Transient Lodge (NTL) Articles of Agreement except that Articles IV, XII, and XIII of the Agreement shall prevail and be applied to such work.

2.5 Exclusions from Project Work. Notwithstanding any other provision of this

Agreement, the following limitations, conditions and exceptions shall apply

(1) This Agreement shall be limited to construction work on the Project.

(2) This Agreement is not intended to, and shall not affect or govern the award of public works contracts by the County which are not included in the Project.

(3) This Agreement shall not apply to a Contractor/Employer's non-construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative and management.

(4) This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city or other governmental bodies or their employees, contractors or design consultants; or by public or private utilities or their contractors.

(5) The following shall not be considered Project Work and this Agreement shall not apply to such work:

(i) Specialty work related to Detention Equipment Contractors;

(ii) Off-site maintenance of leased equipment and on-site supervision of such maintenance;

(iii) All work by employees of a manufacturer or vendor necessary to maintain its warranty or guaranty or installation of specialty prison/jail security systems, where the Unions' members do not possess the skill, knowledge or experience to perform the work. If there is any dispute concerning this issue, the dispute shall be submitted to expedited arbitration for resolution.

(iv) Maintenance and repair work, including on-going maintenance,

janitorial, and security services;

(v) All non-construction support services contracted by any Contractor/Employer or the County in connection with the Project;

(vi) Work by employees of the County, design teams (including, but not limited to architects, engineers, and master planners), or any other consultants for the County (including, but not limited to, project managers and construction managers and their non-construction employees) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the definition of Project Work

(vi) Work occurring on a building or portion of a building after a certificate permitting occupancy is issued for the building or portion of the building;

(6) Should it be determined by the Design Team to utilize off-site manufactured jail cells, the off-site manufacture of the core and shell of such modular jail cells shall not be considered Project Work; however, the installation of all other component parts of the cells shall be considered project work and all work dealing with the installation and hook-up of the modular jail cells at the site of construction, including the off-loading of all modular jail cells, shall be considered project work.

2.6 Award of contracts: It is understood and agreed that the County and/or Contractor as appropriate have the absolute right to select any qualified bidder for the award of contracts under this Agreement. Such selection shall be made without regard to and is not dependent upon the existence or nonexistence of an agreement between such bidder and any party to this Agreement. The bidder need only be willing, ready and able to execute and comply with this

Agreement.

2.7 The Parties agree that this Agreement is a Section 8(f) pre-hire agreement within the meaning of Section 8 (29 U.S.C. § 158(f)) of the National Labor Relations Act.

ARTICLE III

EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the County agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of a construction contract for the Project, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Letter of Assent in the form attached hereto as Attachment A. Other than agreeing to be bound by the terms of this Agreement, nothing in this Agreement shall be construed to require a Contractor/Employer to be a signatory to or be bound to a collective bargaining agreement with any of the Unions.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a construction contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing, to be bound by each and every provision of this Agreement prior to the commencement of work. If a Contractor/Employer requires a subcontractor to agree in writing to comply with the terms of this Agreement as a condition of awarding work to the subcontractor, the Contractor/Employer shall not be liable in any way for the subcontractor's failure to pay the wages and benefits required by

this Agreement except as required by the provisions of the California Labor Code.

3.4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

3.5 The provisions of this Agreement, including Schedules A's, which are the local Master Agreements of the Signatory Unions having jurisdiction over the work on the Project shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, County and Contractor/Employers agree that for the duration of the Project:

(1) There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the County because of a dispute on the Project. Nor shall the Unions or any employees employed on the Project participate in any strikes, sympathy strikes, work stoppages, picketing, handbilling, slowdowns, or otherwise advising the public that a labor dispute exists at the jobsite of the Project because of a dispute between Unions and Contractor/Employer on any other project. It shall not be considered a violation of this Article if

labor is withheld by a Union due to lack of payments to a Trust Fund or failure to make payroll on the Project. Nothing stated in this Agreement shall prevent Unions from participating in the actions mentioned in this section on jobsites other than the Project jobsite because of disputes between the Unions and Contractor/Employers on projects other than the Project. Prior to withholding its members services for a particular contractor's failure to timely make payments to the applicable Trust Funds, the affected Union shall give at least fifteen (15) days written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved contractor and to the Project Manager. The Union will meet within the fifteen (15) day period to attempt to resolve the dispute. Upon the payment of the delinquent contractor of all monies due and then owing for fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

(2) As to employees employed on the Project, there shall be no lockout of any kind by a Contactor/Employer covered by the Agreement.

(3) If a Master Agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of a construction contract for work covered under this Agreement and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike the Contractor/Employer on said contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union and Contractor/Employer. If the new or modified Master Agreement reached between the Union and Contractor/Employer provides that any terms of the Master Agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive

terms of the new or modified Master Agreement which is applicable to employees employed on the project within seven (7) days.

4.2 Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

(1) A party invoking this procedure shall notify Thomas Angelo, as the permanent arbitrator, or, Robert Hirsch, as the alternate under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article 12.2. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile or telephone to the party alleged to be in violation and to the San Mateo Building and Construction Trades Council and involved local Union if a Union is alleged to be in violation.

(2) Upon receipt of said notice, the designated arbitrator named above or his alternate will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(3) The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which

issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

(5) Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

(6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance are waived by the parties.

(7) The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

ARTICLE V

PRECONSTRUCTION CONFERENCE

5.1 Preconstruction conferences shall be held as needed. Such conferences shall be

attended by a representative each from the participating Contractor/Employers and Union(s) and the Project Manager.

ARTICLE VI

NO DISCRIMINATION

6.1 The Contractor/Employers and Unions agree not to engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), against any employee, or applicant for employment, on the Project.

ARTICLE VII

UNION SECURITY

7.1 The Contractor/Employers recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees who are employed by Contractor/Employers to work on the Project will be required to become members and maintain membership in the appropriate Union on or before 8 days of consecutive or cumulative employment on the Project. Membership under this section shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent allowed by the law.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

ARTICLE VIII

REFERRAL

8.1 Contractor/Employers performing construction work on the Project described in

the Agreement shall, in filling craft job requirements utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of Federal law. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain work persons from any source.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer(s). Recognizing the special needs of the Project and the acute shortage of skilled craftspeople, the Unions shall consider a Contractor's request to transfer key employees to work on this Project in a manner consistent with the Union's referral procedures.

ARTICLE IX

BENEFITS

9.1 All Contractor/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the

amounts designated in the Master Agreements of the appropriate local unions. The Contractor/Employers shall not be required to pay contributions to any other trust funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article except those Contractor/Employers who are signatory to the Master Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such Master Agreements.

9.2 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts, copies of which shall be on file with the County, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

ARTICLE X

EMPLOYEE GRIEVANCE PROCEDURE

10.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

ARTICLE XI
COMPLIANCE

11.1 It shall be the responsibility of the Contractor/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The County shall monitor and enforce compliance with the prevailing wage requirements of the state and Contractors/Employers compliance with this Agreement.

ARTICLE XII
GRIEVANCE ARBITRATION PROCEDURE

12.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 12.1 may be extended by mutual written agreement of the parties.

12.2 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the

grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable, to resolve the dispute within the five (5) business days after its referral to Step 1, within five (5) business days thereafter, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Employer(s) or the Manager's designated representative, and the Project Manager for discussion and resolution.

Step 3: If the grievance is not settled in Step 2 within five (5) business days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. The parties agree that if the permanent arbitrator or his alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of five (5) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall be decide whether they wish to strike first or second.

1. William Riker
2. Barry Winogard

3. Mathew Goldberg
4. Chuck Askin
5. Jeri-Lou Cossack

The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by all parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE XIII

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

13.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions who are parties to this Agreement.

13.3 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, DC, at the request of any party to a jurisdictional dispute under this Agreement an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Building and Construction Trades Council of San Mateo County. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to

immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and County will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XIV

APPRENTICES

14.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ apprentices of a California State approved joint Apprenticeship Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

14.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

14.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

ARTICLE XV

MANAGEMENT RIGHTS

15.1 The Contractor/Employer(s) shall retain full and, exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XVI

HELMETS TO HARDHATS

16.1 The Contractor/Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

16.2 The Unions and Contractor/Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XVII

DRUG & ALCOHOL TESTING

17.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

17.2 The substance Abuse program contained in each applicable Union’s Schedule A shall apply to the construction workers on the site.

ARTICLE XVIII

SAVINGS CLAUSE

18.1 The parties agree that in the event any article, provision, clause, sentence or word

of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or work in question.

The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the County from complying with all or part of its provisions and the County accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the unions will no longer be bound by the provisions of Article IV.

ARTICLE XIX

TERM

19.1 The Agreement shall be included as a condition of the award of all construction contracts for the Project.

19.2 The Agreement shall continue in full force and effect until the completion of the Project.

SAN MATEO COUNTY

By _____ DATE:

SAN MATEO BUILDING & CONSTRUCTION
TRADES COUNCIL AFL-CIO

By _____ DATE:

111749/663488

International Association of Heat and Frost Insulators & Asbestos Workers Local #16

Mel Brennan
Date: 4-20-12

Brick Layers & Allied Crafts Local #3

David P. John
Date: 4-16-12

International Brotherhood of Electrical Workers Local #617

Wayne Jan
Date: 4/19/12

International Association of Bridge Structural & Ornamental Iron Workers Local #377

James Trubian
Date: 4/11/12

International Union of Operating Engineers Local #3

James E. Bunn
Date: 4-17-12

United Association of Plumbers & Steamfitters Local Union #467

Mike Deane
Date: 4-19-12

Sprinkler Fitters Local #483

Stanley P. Smith
Date: 4/17/12

Carpenters 46 Northern California Counties Conference Board

[Signature]
Date: 4-16-12

Northern California Carpenters Regional Council

[Signature]
Date: 4-16-12

District Council of Plasterers & Cement Masons of No. California

[Signature]
Date: 4-19-2012

District Council #16 for Painters #913, Glaziers #718 & Carpet Layers #12

[Signature]
Date: 4/19/12

Roofers & Waterproofers Local Union #40

Steve T. White
Date: 4/19/2012


International Brotherhood of Teamsters Local Union #853

[Signature]
Date: 4/20/2012


Elevator Constructors Local 8

[Signature]
Date: 4/17/12

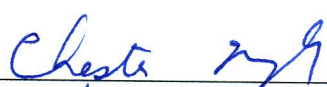
Sheet Metal Workers Local #104


Date: 4/16/12


Laborers Local 67


Date: 4-19-2012

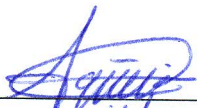
Plasterers Local Union #66


Date: 4-18-12


U.A. Local 355


Date: 04-20-2012

Laborers Local #389


Date: 4/23/12

Boilermakers Local #549


Date: 04-20-12

Attachment A: Agreed To Letter of Assent

[Date]

[Addressee]

[Address]

[City and State]

Re: San Mateo County Jail Replacement Capital Improvement Project,
Project Labor Agreement -- Letter of Assent

Dear Mr./Ms. _____:

The undersigned party confirms that it agrees to be a party to and bound by the San Mateo County Jail Replacement Capital Improvement Project, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the San Mateo County Jail Replacement Capital Improvement Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California State License Number: _____

Name and Signature of
Authorized Person:

(Print Name)

(Title)

(Signature)

(Telephone Number)